

TERMS OF LISTING AND SALE ADDENDUM

ATTACHMENT 1

1. Any agreement for the sale of the property must be on the standard real estate purchase agreement of Client or its designated Affiliated Entity. If a purchaser desires to use any other form, the purchaser must obtain the consent of Client or its designated Affiliated Entity ("**Owner**"), and any offer to purchase made by purchaser will be subject to an addendum from Owner.
2. Owner will retain, as available, all subsurface rights, including, without limitation, all water, energy, and mineral rights pertaining to the property.
3. Owner will convey the property without warranty, except that as of the date of closing the transaction, the title of the property is free from encumbrances made or suffered to be made by Owner or by anyone claiming by, through, or under Owner, and none other, subject to: (a) the permitted exceptions, (b) any state of facts that an accurate and complete ALTA/ASCM survey, or equivalent, or physical inspection of the property might disclose, (c) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.
4. Any purchaser of the property will be required to purchase the property subject to the terms and conditions of any and all leases or rental agreements existing on the property.
5. Sales of property contiguous to other property held or retained by Owner, and sales of existing church buildings, may include a contract and/or deed restriction regarding the use of the property, at Owner's discretion.
6. ALL PROPERTY SOLD BY OWNER WILL BE SOLD "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" AND WILL BE SOLD WITHOUT REPRESENTATION OR WARRANTY AS TO FREEDOM FROM ENCUMBRANCES OR LIENS EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPH 3 ABOVE. CONSULTANT AND/OR AFFILIATED BROKER WILL PROVIDE PURCHASER WITH A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER WILL BE REQUIRED TO RELY SOLELY UPON ITS OWN INSPECTION OR REVIEW. AS A CONDITION OF SALE, THE PURCHASER WILL BE REQUIRED TO RELEASE AND INDEMNIFY OWNER FROM CLAIMS ARISING FROM THE CONDITION OF THE PROPERTY, EXCLUDING CLAIMS FOR PERSONAL INJURY ARISING BEFORE THE CLOSING DATE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OWNER, CLAIMS ARISING OUT OF CONTRACTUAL OBLIGATIONS TO THIRD PARTIES UNDERTAKEN BY OWNER PRIOR TO CLOSING THE TRANSACTION, AND FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF OWNER.